

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

-----X

Index No.:

BENTZION HERMAN

Plaintiff,

SUMMONS

-against-

WELLS FARGO BANK

Defendant(s).

-----X


TO THE ABOVE NAMED
DEFENDANT(S)

WELLS FARGO BANK
PO BOX 393
MINNEAPOLIS, MN 55480

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is Plaintiff's residence which is 315 QUAKER RD, POMONA, NY 10970.

Dated: POMONA, NY
January 11, 2024

By: 
BENTZION HERMAN
Pro Se
315 QUAKER RD
POMONA, NY 10970

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

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Index No.:

BENTZION HERMAN

Plaintiff,

COMPLAINT

-against-

WELLS FARGO BANK

Defendant(s).

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I. INTRODUCTION

1. This is a suit brought by a consumer, BENTZION HERMAN (Plaintiff) against WELLS FARGO BANK (Defendant), for late payments incurred. Specifically Defendants have made false and misleading statements by engaging in credit after failure to uphold contractual obligations with Plaintiff.

II. PARTIES

2. Plaintiff, is and at all times hereinafter mentioned was a natural person residing at 315 QUAKER RD, POMONA, NY 10970.
3. Defendant WELLS FARGO BANK maintains its principal place of business at PO BOX 393 MINNEAPOLIS, MN 55480.
4. Defendant is a financial institution.

III. JURISDICTION AND VENUE

5. Jurisdiction and Venue are appropriate in this court because Plaintiff’s residence is located within the City of POMONA, NY, and the Defendants systematically and continuously do business within the State of New York, and the claims set forth herein arose out of said New York contacts.

IV. FACTS COMMON TO ALL COUNTS

6. On or about February 2022, Plaintiff entered into an agreement for a credit card with Defendant WELLS FARGO BANK.
7. Plaintiff and Defendant entered into a contractual agreement to which Plaintiff authorized Defendant to bill payments to Plaintiffs monthly.
8. Plaintiff made all payments on time and on schedule.
9. On or about December 2023, Defendant WELLS FARGO BANK reported false information to the three major credit reporting agencies, Experian, Transunion and Equifax, which caused a derogatory entry to be made on Plaintiff's credit report.
10. Defendant failed to bill Plaintiff's on a date better known by Defendant.
11. Plaintiff contacted Defendant regarding the error to which Defendant stated that they had an internal system error.
12. Defendant acknowledged that they are solely responsible for the system error.
13. On or about January 2024, Plaintiff pulled his credit reports which showed alleged missed payment on date(s) better known by Defendant.
14. Plaintiff contacted Defendant because Defendant failed to deduct payments from Plaintiff.
15. Plaintiff made attempts to seek clarification and resolution by contacting Defendant. Plaintiff has not received a satisfactory explanation for these late charges.

COUNT I


16. Plaintiff repeats and reiterates all previous allegations as if the same were fully set forth herein.
17. Plaintiff sent a notice to the credit reporting bureau's disputing the credit reporting made by Defendant.

18. The credit reporting bureau's notified defendant, WELLS FARGO BANK of Plaintiff's dispute of the reported item on his credit report.
19. Defendant, despite receiving notice of Plaintiff's dispute failed to re-investigate, and continued to report the same as a delinquent debt.
20. By failing to re-investigate, and continuing to report derogatory credit information against Plaintiff, Defendant, WELLS FARGO BANK violated the agreement.

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

- a. Actual damages in the amount of \$25,000.00, statutory damages, and punitive damages.
- b. Litigation expenses and costs.
- c. Such other and further relief as the Court deems just and proper

Dated: POMONA, NEW YORK
January 11, 2024

By: 
BENTZION HERMAN
Pro Se
315 QUAKER RD
POMONA, NY 10970